

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No.
	)	
WYNONA C. TAOUIL,	)	
	)	
Defendant.	)	

**COMPLAINT**

Comes Now the United States of America, by and through its attorneys, Jeffrey B. Jensen, United States Attorney for the Eastern District of Missouri, and Joshua M. Jones, Assistant United States Attorney for said District, and for its complaint against the defendant, alleges as follows:

**PARTIES**

1. The United States is the plaintiff.
2. That Wynona C. Taouil is the defendant, an individual who resides within the Eastern District of Missouri.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction over this suit under 28 U.S.C. § 1345, because the United States is the plaintiff.
4. Venue is proper under 28 U.S.C. § 1391(b) because the defendant resides in this district.

**COUNT I**

5. On May 2, 2000, the defendant executed a promissory note to secure student loans, pursuant to Title IV-B of the Higher Education Act of 1965, 20 U.S.C. §§ 1071, et seq. Attached is a true and accurate copy of the promissory note executed by the defendant, marked Exhibit 1, and made a part hereof as if set out in full. Said note was subsequently assigned to the United States pursuant to 20 U.S.C. § 1071(a)(1)(D); 34 C.F.R. § 682.409.

6. That after applying any and all credits on said debt, the defendant is indebted to the plaintiff in the principal amount of \$188,281.45, plus interest on this principal computed at the rate of 7.75 percent per annum in the amount of \$156,867.79, plus any administrative costs, and interest thereafter on this principal rate of 7.75 percent per annum until the date of judgment. See Certificate of indebtedness attached hereto as Exhibit 2.

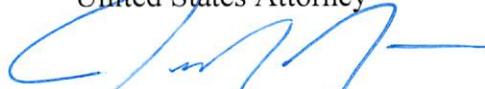
7. Demand has been made upon the defendant by the plaintiff for the sum due but the amount due remains unpaid.

**PRAYER FOR RELIEF**

WHEREFORE, the plaintiff prays judgment against the defendant for the total of \$345,149.24, the principal amount of \$188,281.45, plus interest at 7.75 percent per annum, which is accruing from the of the Certificate of Indebtedness to the date of judgment, plus post-

judgment interest at the statutory rate as followed by law, together with costs of this action pursuant to 28 U.S.C. § 2412(a)(2), and any other costs of this action deemed just and proper.

JEFFREY B. JENSEN  
United States Attorney



/s/ Joshua M. Jones

JOSHUA M. JONES #61988MO  
United States Attorney's Office  
111 S. 10<sup>th</sup> Street, Suite 20.333  
St. Louis, Missouri 63102  
(314) 539-2200

Attorneys for Plaintiff United States

## The SMART LOAN® Account

## Application/Promissory Note

(Incomplete information can result in processing delays.)

## Section IA: Personal Information (Applicant)

1. LAST NAME: Taouil FIRST NAME: WYNONA MIDDLE INITIAL: E  
 ADDRESS: 340 Ferguson Ave  
 CITY: ST LOUIS STATE: MO ZIP: 63133

2. PHONE NUMBER: 314-787-7369  
 3. SOCIAL SECURITY NUMBER: 287-76-2281  
 4. DATE OF BIRTH (MM/DD/YYYY): 12-10-69

5. DATE OF BIRTH (MM/DD/YYYY): 34-56-134  
 6. SOCIAL SECURITY NUMBER: 287-76-2281  
 7. DATE OF BIRTH (MM/DD/YYYY): 5-8-99  
 8. ADDRESS: CA-4593215

8. My Employer is: N/A  
 COMPANY NAME: N/A  
 ADDRESS AND STREET: N/A  
 CITY: N/A STATE: N/A ZIP: N/A

9. Name and Address of a Relative Who Does Not Live With Me:  
 LAST NAME: NUZZUM FIRST NAME: Howard E  
 ADDRESS: 26 Lourdes CT  
 CITY: ST LOUIS STATE: MO ZIP: 63137  
 PHONE NUMBER: 636-561-1344

10. Name and Address of a Relative:  
 LAST NAME: Shannon FIRST NAME: Betty L  
 ADDRESS: 2226 Sutherland  
 CITY: ST. LOUIS STATE: MO ZIP: 63109  
 PHONE NUMBER: 314-351-7532

## Section IB: Personal Information (Spouse)

Complete only if a spouse is jointly consolidating his/her student loans.

11. LAST NAME: N/A FIRST NAME: N/A MIDDLE INITIAL: N/A  
 ADDRESS AND STREET: N/A  
 CITY: N/A STATE: N/A ZIP: N/A

12. PHONE NUMBER: N/A  
 13. SOCIAL SECURITY NUMBER: N/A  
 14. DATE OF BIRTH (MM/DD/YYYY): N/A

15. DATE OF BIRTH (MM/DD/YYYY): N/A  
 16. SOCIAL SECURITY NUMBER: N/A  
 17. ADDRESS: N/A

18. My Employer is: N/A  
 COMPANY NAME: N/A  
 ADDRESS AND STREET: N/A  
 CITY: N/A STATE: N/A ZIP: N/A

## Section II: Student Loan Information

Please read instructions carefully. If you need to file more than 8 loans, please use the "Supplemental Loan Listing Sheet for SMART LOAN Accounts" you will find in this package.

NAME AND ADDRESS OF LOAN HOLDER/SERVICER	20. ORIGIN DATE (Only used if in early part of year)	21. TO BE CONSOLIDATED LOAN	22. TYPE OF LOAN	23. INTEREST RATE	24. DEDUCTION MONTHS/YEARS	25. ACCOUNT NUMBER	26. LATE CHARGE OUTSTANDING BALANCE	27. % BORROWER'S INCOME
1. Student loan Marketing Association	6-7-00	✓	GS	7.77%	9-18-89	499-76-2281	2789.62	B
2. Student loan Marketing Association	6-7-00	✓	GS	7.77%	3-10-90	499-76-2281	26152	B
3. Student loan Marketing Association	6-7-00	✓	SL	7.13%	4-3-90	499-76-2281	1263.58	B
4. Student loan Marketing Association	6-7-00	✓	GS	7.77%	10-12-90	499-76-2281	2789.62	B
5. Student loan Marketing Association	6-7-00	✓	SL	7.13%	11-14-90	499-76-2281	1168.58	B
6. Student loan Marketing Association	6-7-00	✓	GS	7.77%	10-75-91	499-76-2281	2371.96	B
7. Student loan Marketing Association	6-7-00	✓	GS	7.77%	12-3-92	499-76-2281	4044.41	B
8. Student loan Marketing Association	6-7-00	✓	SL	7.79%	12-3-92	499-76-2281	725.03	B

I, the undersigned borrower, am applying to have my loans consolidated into a SMART LOAN Account at Sallie Mae, as allowed under Section 428C of the Higher Education Act of 1965, as amended (the Act). I understand that this consolidation is a voluntary action and that I will be responsible for the repayment of the consolidated loan. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account. I understand that the amount of my loan will be based on the outstanding balance of my loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account. I understand that the amount of my loan will be based on the outstanding balance of my loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account.

## Section III: Repayment Options (Please choose one)

28. ☐ MAX-2 OPTION with two years of interest-only payments ☐ MAX-4 OPTION with four years of interest-only payments ☐ LEVEL PAYMENT PLAN ☒ INCOME SENSITIVE REPAYMENT

## Section IV: General Information

Please read and sign in all appropriate places indicated.

29. PROMISE TO PAY: I, the undersigned borrower, promise to pay to the Student Loan Marketing Association (Sallie Mae), or a subsequent holder of this promissory note, in such amount as is designated by Sallie Mae, or a subsequent holder of this promissory note, such loan amount as is advanced on my behalf, to pay the same in the manner and on the terms described on the reverse side hereof, as it is amended from time to time. I understand that the amount of my loan will be based on the outstanding balance of my loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account. I understand that the amount of my loan will be based on the outstanding balance of my loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account.

IF I am applying for consolidation with my spouse, I certify that my spouse and I are legally married and that we each understand and agree that each of us is and will continue to be liable for the entire amount of the debt represented by this consolidation loan without regard to the amount of our respective loans which are being consolidated and without regard to any subsequent change in our marital status. We each understand that the amount of our loan will be based on the outstanding balance of our loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account. I understand that the amount of my loan will be based on the outstanding balance of my loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account.

APPLICANT(S) CERTIFICATION: I, the undersigned borrower, certify that all of the loans selected for consolidation have been made to me to finance my education. I also certify that I have no consolidation loan application pending with another lender. If I am applying for consolidation with my spouse, I certify that my spouse and I are legally married and that we each understand and agree that each of us is and will continue to be liable for the entire amount of the debt represented by this consolidation loan without regard to the amount of our respective loans which are being consolidated and without regard to any subsequent change in our marital status. We each understand that the amount of our loan will be based on the outstanding balance of our loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account. I understand that the amount of my loan will be based on the outstanding balance of my loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account.

COMBINED PAYMENT PLAN AUTHORIZATION: I have read the above information and I understand that Sallie Mae will establish a Combined Payment Plan on my behalf. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account. I understand that the amount of my loan will be based on the outstanding balance of my loans at the time of consolidation. I agree to pay off the consolidated loan in accordance with the terms of the SMART LOAN Account.

CRIMINAL PENALTIES: I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment under the United States Criminal Code and Section 492 of the Act. THIS IS A LOAN THAT MUST BE REPAYED.

30a. SIGNATURE: [Signature] DATE: 5/20/00 30b. SPECIAL SIGNATURE (IF JOINTLY CONSOLIDATING): [Signature] DATE: 5/20/00

31a. SIGNATURE: [Signature] DATE: 5/20/00 31b. SIGNATURE: [Signature] DATE: 5/20/00

SALLIE MAE COPY (Return to Sallie Mae)





Loan Consolidation Center  
P.O. Box 5600  
Wilkes-Barre, PA 18773

## Supplemental Loan Listing Sheet

### Application/Promissory Note

(Use this form only to list additional applicant and/or spouse loans to be included in your consolidation loan or considered for extending your repayment term. If you use this form, you must return it with your completed Application/Promissory Note. Please print neatly or type. Follow Application/Promissory Note Instructions.)

### Section IA:

#### Personal Information (Applicant)

BORROWER NAME

WYNONA TAOULI

SOCIAL SECURITY NUMBER

499-76-2281

### Section IB:

#### Personal Information (Spouse) (Do not complete unless you are consolidating with your spouse.)

SPOUSE NAME

N/A

SOCIAL SECURITY NUMBER

N/A

### Section II:

#### Supplemental Listing of Education Loans

(See Section II on the Application/Promissory Note Instructions for information on the loans you should list. Loans already listed on your Application/Promissory Note should not be listed again.)

NAME AND ADDRESS OF LOAN HOLDER/SERVICER	20. GRACE END DATE (Only mark if in early part of grace)	21. DATE TO BE CON- SOLIDATED Yes No	22. TYPE OF LOAN (Student, CGL, etc.)	23. INTEREST RATE	24. DATE OF DISBURSEMENT MONTH/DAY/YEAR	25. ACCOUNT NUMBER	26. EST. CURRENT OUTSTANDING BALANCE	27. 2-BORROWER S-SPOUSE JOINT
9. Sallie Mae Trust - LSC/FL	6-7-00	✓	GSL	7.720%	12-6-93	499-76-2281	6386.04	B
10. Sallie Mae Trust - LSC/FL	6-7-00	✓	SL	7.780%	12-14-93	499-76-2281	7387.23	B
11. Sallie Mae Trust LSC/FL	6-7-00	✓	GSL	7.720%	12-4-95	499-76-2281	5354.27	B
12. Sallie Mae Trust LSC/FL	6-7-00	✓	GSL	7.720%	3-16-96	499-76-2281	8360.43	B
13. Mohela	11-30-00	✓	3 year Sub	6.67%		499-76-2281	8500.00	B
14. Mohela	11-30-00	✓	SL NOT Sub	6.67%		499-76-2281	10,262.48	B
15. Mohela	11-30-00	✓	SL NOT Sub	7.47%		499-76-2281	2,022.72	B
16. Mohela	11-30-00	✓	SL Sub			499-76-2281	8,500.00	B

APPLICANT'S SIGNATURE

X

SPOUSE'S SIGNATURE (if applicable)

X

DATE

INSTRUCTIONS: If you used this form to list additional education loans that you wish to be consolidated or taken into consideration in calculating your maximum repayment period, please include it with your application. Please keep a copy of this form, along with the Applicant Copy of the Application/Promissory Note, for your files.





U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

WYNONA C TAOUIL  
AKA WYNONA TAOUIL  
559 DONNA MARIE DR  
WENTZVILLE, MO 63385  
Account No.XXXXXX2281

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 02/09/18.

On or about 05/02/00, the BORROWER executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from SALLIE MAE. This loan was disbursed for \$116,527.17 on 07/18/00 at 7.75 % interest per annum. The loan obligation was guaranteed by UNITED STUDENT AID FUNDS, INC., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 05/10/07, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$188,281.45 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 01/24/14, assigned its right and title to the loan to the Department.

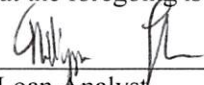
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$188,281.45
Interest:	\$156,867.79
Total debt as of 02/09/18:	\$345,149.24

Interest accrues on the principal shown here at the rate of \$39.95 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 3/12/18

  
\_\_\_\_\_  
Loan Analyst  
Litigation Support Unit

Philippe Guillon  
Loan Analyst



UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No.
	)	
WYNONA C. TAOUIL,	)	
	)	
Defendant.	)	

ORIGINAL FILING FORM

**This form must be completed and verified by the filing party when initiating a new case.**

\_\_\_\_\_ THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT  
COMPLAINT, WAS PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER  
\_\_\_\_\_, AND ASSIGNED TO THE HONORABLE JUDGE \_\_\_\_\_.

\_\_\_\_\_ THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT  
TO ANY PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS  
\_\_\_\_\_ AND THAT CASE WAS ASSIGNED TO THE HONORABLE \_\_\_\_\_,  
THIS CASE MAY, THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

XX \_\_\_\_\_ NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT  
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE  
MAY BE OPENED AS ORIGINAL PROCEEDING.

**The undersigned affirms that the information provided above is true and correct.**

Dated: 5/22/18

  
\_\_\_\_\_  
JOSHUA M. JONES #61988MO  
Signature of Filing Party



JS 44 (Ecv. 7/95)

**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM).

**I. (a) PLAINTIFFS****UNITED STATES OF AMERICA**(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Joshua M. Jones, Assistant United States Attorney  
111 S. 10th Street, Suite 20.333  
St. Louis, Missouri 63102  
314-539-2310

**DEFENDANTS****Wynona Taouil, 559 Donna Marie Drive, Wentzville, MO 63385**COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT **St. Charles County**

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

**II. BASIS OF JURISDICTION** (PLACE "X" IN ONE BOX ONLY)

- ☒ **1** U.S. Government Plaintiff  
☐ **2** U.S. Government Defendant  
☐ **3** Federal Question (U.S. Government Not a Party)  
☐ **4** Diversity (Indicate Citizenship of Parties in item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PTF                        | DEF                        | PTF   | DEF   |
|---|----------------------------|----------------------------|---|---|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

**IV. ORIGIN** (Place an "X" in One Box only)

- ☒ **1** Original Proceeding ☐ **2** Removed from State Court ☐ **3** Remanded from Appellate Court ☐ **4** Reinstated or Reopened ☐ **5** Transferred from another district (SPECIFY) ☐ **6** Multidistrict Litigation ☐ **7** Appeal to District judge from Magistrate judgment

**V. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/ PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> <b>110</b> Insurance <input type="checkbox"/> <b>120</b> Marine <input type="checkbox"/> <b>130</b> Miller Act <input type="checkbox"/> <b>140</b> Negotiable Instrument <input type="checkbox"/> <b>150</b> Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> <b>151</b> Medicare Act <input checked="" type="checkbox"/> <b>152</b> Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> <b>153</b> Recovery of Overpayment at Veteran's Benefits <input type="checkbox"/> <b>160</b> Stockholders' Suits <input type="checkbox"/> <b>190</b> Other Contract <input type="checkbox"/> <b>195</b> Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> <b>310</b> Airplane <input type="checkbox"/> <b>315</b> Airplane Product Liability <input type="checkbox"/> <b>320</b> Assault, Libel & Slander <input type="checkbox"/> <b>330</b> Federal Employers' Liability <input type="checkbox"/> <b>340</b> Marine <input type="checkbox"/> <b>345</b> Marine Product Liability <input type="checkbox"/> <b>350</b> Motor Vehicle <input type="checkbox"/> <b>355</b> Motor Vehicle Product Liability <input type="checkbox"/> <b>360</b> Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> <b>362</b> Personal Injury Med. Malpractice <input type="checkbox"/> <b>365</b> Personal Injury Product Liability <input type="checkbox"/> <b>368</b> Asbestos Personal Injury Prod. Liab. <b>PERSONAL PROPERTY</b> <input type="checkbox"/> <b>370</b> Other Fraud <input type="checkbox"/> <b>371</b> Truth in Lending <input type="checkbox"/> <b>380</b> Other Personal Property Damage <input type="checkbox"/> <b>385</b> Property Damage Prod. Product Liability	<input type="checkbox"/> <b>610</b> Agriculture <input type="checkbox"/> <b>620</b> Other Food & Drug <input type="checkbox"/> <b>625</b> Drug Related Seizure at Property 21 U.S.C. 881 <input type="checkbox"/> <b>630</b> Liquor Laws <input type="checkbox"/> <b>640</b> R.R. & Truck <input type="checkbox"/> <b>650</b> Airline Regs. <input type="checkbox"/> <b>660</b> Occupational Safety/Health <input type="checkbox"/> <b>690</b> Other	<input type="checkbox"/> <b>422</b> Appeal 28 U.S.C. 158 <input type="checkbox"/> <b>423</b> Withdrawal 28 U.S.C. 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> <b>820</b> Copyrights <input type="checkbox"/> <b>830</b> Patent <input type="checkbox"/> <b>840</b> Trademark	<input type="checkbox"/> <b>400</b> State Reapportionment <input type="checkbox"/> <b>410</b> Antitrust <input type="checkbox"/> <b>430</b> Banks and Banking <input type="checkbox"/> <b>450</b> Commerce/ICC Rates/etc <input type="checkbox"/> <b>460</b> Deportation <input type="checkbox"/> <b>470</b> Racketeer Influenced Corrupt Organizations <input type="checkbox"/> <b>810</b> Selective Service <input type="checkbox"/> <b>850</b> Securities/Commodities/Exchange <input type="checkbox"/> <b>875</b> Customer Challenge 12 U.S.C. 3140 <input type="checkbox"/> <b>891</b> Agricultural Acts <input type="checkbox"/> <b>892</b> Economic Stabilization Act <input type="checkbox"/> <b>893</b> Environmental Matters <input type="checkbox"/> <b>894</b> Energy Allocation Act <input type="checkbox"/> <b>895</b> Freedom of Information Act <input type="checkbox"/> <b>900</b> Appeal of Fee Determ. Under Equal Access to Justice <input type="checkbox"/> <b>950</b> Constitutionality of State Statutes <input type="checkbox"/> <b>890</b> Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> <b>210</b> Land Condemnation <input type="checkbox"/> <b>220</b> Foreclosure <input type="checkbox"/> <b>230</b> Rent Lease & Ejectment <input type="checkbox"/> <b>240</b> Torts to Land <input type="checkbox"/> <b>290</b> All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> <b>441</b> Voting <input type="checkbox"/> <b>442</b> Employment <input type="checkbox"/> <b>443</b> Housing/Accommodations <input type="checkbox"/> <b>444</b> Welfare <input type="checkbox"/> <b>440</b> Other Civil Rights	<b>PRISONER PETITION</b> <input type="checkbox"/> <b>510</b> Motions to Vacate Sentence <input type="checkbox"/> <b>530</b> General Habeas Corpus: <input type="checkbox"/> <b>535</b> Death Penalty <input type="checkbox"/> <b>540</b> Mandamus & Other <input type="checkbox"/> <b>550</b> Other (including 1983 Actions)	<b>LABOR</b> <input type="checkbox"/> <b>710</b> Fair Labor Standards Act <input type="checkbox"/> <b>720</b> Labor/Mgmt. Relations <input type="checkbox"/> <b>730</b> Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> <b>740</b> Railway Labor Act <input type="checkbox"/> <b>790</b> Other Labor Litigation <input type="checkbox"/> <b>791</b> Empl. Ret. Inc. Security Act	<input type="checkbox"/> <b>861</b> HIA (1395ff) <input type="checkbox"/> <b>862</b> Black Lung(923) <input type="checkbox"/> <b>863</b> DIWC/DIWW (405(g)) <input type="checkbox"/> <b>864</b> SSID Title XVI <input type="checkbox"/> <b>865</b> RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> <b>870</b> Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> <b>871</b> IRS - Third Party 26 U.S.C. 7609	

**VI. CAUSE OF ACTION**

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Amounts due on promissory note assigned to U.S. under Title IV-B of the Higher Education Act of 1965, amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682).

**VII. REQUESTED IN COMPLAINT:**CHECK IF THIS IS A CLASS ACTION  
☐ UNDER F.R.C.P. 23**DEMAND**  
**\$345,149.24**CHECK YES only if demanded in complaint:  
**JURY DEMAND** ☐ YES ☒ NO**VII. RELATED CASE(S) IF ANY**

Judge \_\_\_\_\_ Docket Number \_\_\_\_\_

DATE

5/22/18

SIGNATURE OF ATTORNEY OF RECORD

Joshua M. Jones, Assistant United States Attorney

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
NOTICE OF LAWSUIT AND REQUEST FOR  
WAIVER OF SERVICE OF SUMMONS

To: Wynona C. Taouil, 559 Donna Marie Drive, Wentzville, MO 63385  
as \_\_\_\_\_ of \_\_\_\_\_  
Title Corporate Defendant

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the Complaint is attached to this notice. It has been filed in the United States District Court for the Eastern District of Missouri and has been assigned docket number

DOCKET NUMBER:

This is not a formal summons or notification from the court, but rather our request that you sign and return the enclosed Waiver of Service in order to save the cost of serving you with a judicial summons and an additional copy of the Complaint. The cost of service will be avoided if we receive a signed copy of the waiver within 30 days after the date designated below as the date on which this Notice and Request is sent. We have enclosed a stamped addressed envelope (or other means of cost-free return) for your use. An extra copy of the waiver is also enclosed for your records.

**If you comply with this request and return the signed waiver to the undersigned, it will be filed with the United States District Court and no Summons will be served on you.** The action will then proceed as if you had been served on the date the waiver is filed except that you will not be obligated to answer the complaint before 60 days from the date designated below as the date on which this notice is sent (or before 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, we will take appropriate steps to effect formal service in a manner authorized by the Federal Rules of Civil Procedure and will then, to the extent authorized by those Rules, ask the Court to require you (or the party on whose behalf you are addressed) to pay the **full costs** of such service. In that connection, please read the statement concerning the duty of the parties to waive the service of the Summons which is set forth at the foot of the waiver form.

I affirm that the request is being sent to you on behalf of the plaintiff, this 22nd  
day of May, 2018.

JEFFREY B. JENSEN  
United States Attorney

By: JOSHUA M. JONES #61988MO  
Assistant United States Attorney  
111 S. 10th Street, Rm. 20.333  
St. Louis, Missouri 63102  
314-539-2200



**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
WAIVER OF SERVICE OF SUMMONS**

To: **Joshua M. Jones**, Assistant United States Attorney for the Eastern District of Missouri  
111 S. 10th Street, Room 20.333, St. Louis, Missouri 63102

I acknowledge receipt of your request that I waive service of a summons in the action of *U.S.A. v. Wynona C. Taouil* which is case number

in the United States District Court for the Eastern District of Missouri. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit, by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 of the Federal Rules of Civil Procedure is not served upon you within 60 days after 5/22/18, (Date waiver sent), or within 90 days after that date if the request was sent outside the United States.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, WYNONA C. TAOUIL

As \_\_\_\_\_ of \_\_\_\_\_  
Title Corporate Defendant

**Duty to Avoid Unnecessary Costs of Service of Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the costs of such service unless good cause can be shown for the defendant's failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must, within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had actually been served when the request for waiver of service was received.